



STATE OF DELAWARE
DEPARTMENT OF HUMAN RESOURCES
STATEWIDE BENEFITS OFFICE

12/14/20

ISSUED BY: Laurene Eheman
RFP and Contract Manager, Statewide Benefits Office
302-739-8331

SUBJECT: **AWARD NOTICE**
CONTRACT NO. DHR21002-Rx_PBM
Request for Proposal for Pharmacy Benefit Management Services

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KEY CONTRACT INFORMATION

1. CONTRACT PERIOD

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The contract shall be valid for a three year period beginning July 1, 2021 and ending June 30, 2024. It may be renewed for two one (1) year periods through negotiation between the contractor and State Employee Benefits Committee. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

2. VENDOR

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Vendor Name: CaremarkPCS Health, LLC (dba CVS) Address: One CVS Drive, Woonsocket, RI 02895 Primary Contact Name: none Phone: none Email: none Contact Laurene Eheman, RFP and Contract Manager, Statewide Benefits Office, 302-739-8331, laurene.eheman@delaware.gov FSF Number:

3. PRICING

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There are no stand-alone fees in this contract. Administrative costs are built into the claims cost which is standard in the PBM industry.

ADDITIONAL TERMS AND CONDITIONS

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4. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

5. AGENCY'S RESPONSIBILITIES

The State Employee Benefits Committee (SEBC) shall give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services. As stated in the contract, the SEBC has several remedies available to resolve non-performance issues with the Contractor. If the issue is a part of the contract, the Agency must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.

For all other Terms and Conditions, please refer to the contract.